



STATE WATER PROJECT CONTRACT EXTENSION PROJECT

Meeting Summary

State Water Project Contract Extension Project

February 12, 2014 10:00 AM – 3:00 PM

Meeting Attendance List

<p><u>California Department of Water Resources Lead Negotiators</u></p> <ul style="list-style-type: none"> • Steve Cohen, California Department of Water Resources • Rob Cooke, California Department of Water Resources • Perla Netto-Brown, California Department of Water Resources • Vera Sandronsky, California Department of Water Resources • Carl Torgersen, California Department of Water Resources • Ralph Torres (by phone), California Department of Water Resources 	<ul style="list-style-type: none"> • Bob Perreault, Plumas County Flood Control & Water Conservation District • Douglas Headrick, San Bernardino Valley Municipal Water District • Jeff Davis, San Geronio Pass Water Agency • Ray Stokes, Santa Barbara County/Central Coast Water Authority • Dana Jacobson, Santa Clara Valley Water District • David Okita, Solano County Water Agency
<p><u>State Water Project Contractor Lead Negotiators</u></p> <ul style="list-style-type: none"> • Dan Flory, Antelope Valley – East Kern Water Agency • Steve Peterson (by phone), Alameda County Water District • Mike Wallace, Alameda County Flood Control Water Conservation District, Zone 7 • Paul Gosselin, Butte County • Tom Glover, Dudley Ridge Water District • Valerie Pryor, Castaic Lake Water Agency • Mark Gilkey (by phone), County of Kings/Tulare Lake Basin Water Storage District • Mark Krause (by phone), Desert Water Agency • Curtis Creel, Kern County Water Agency • Deven Upadhyay, MWD of Southern California • Kathy Cortner, Mojave Water District • Jon Pernula (by phone), Palmdale Water District 	<p><u>California Department of Water Resources Staff</u></p> <ul style="list-style-type: none"> • Ted Alvarez, California Department of Water Resources • Avery Estrada, California Department of Water Resources • Scott Jercich, California Department of Water Resources • Kathie Kishaba, California Department of Water Resources • Philip LeCocq, California Department of Water Resources • Chris Martin, California Department of Water Resources • Jeremiah McNeil, California Department of Water Resources • Russell Mills, California Department of Water Resources • Mehdi Mizani, California Department of Water Resources • Dave Paulson, California Department of Water Resources • Nancy Quan, California Department of Water Resources

<ul style="list-style-type: none"> • David Sandino, California Department of Water Resources • Dena Uding, California Department of Water Resources • Pedro Villalobos, California Department of Water Resources • Lisa Toms, California Department of Water Resources <p><u>DWR Consultants for Contract Extension</u></p> <ul style="list-style-type: none"> • Tom Berliner, Consultant • Stan Dirks, Orrick, Herrington & Sutcliffe, LLP • Erick Cooke (by phone), Environmental Science Associates • Cathy McEfee (by phone), Environmental Science Associates • Barbara McDonnell (by phone), MWH Global • Doug Montague, Montague, DeRose and Associates <p><u>State Water Project Contractors, and SWC, Inc.</u></p> <ul style="list-style-type: none"> • Bruce Alpert, Butte County • Josh Nelson, Best, Best & Krieger LLP/Crestline-Lake Arrowhead Water Agency • Milli Chennell, Kern County Water Agency • Don Marquez, Kern County Water Agency • Amelia Minaberrigarai (by phone), Kern County Water Agency • Jaime Dalida, MWD of Southern California • Kevin Donhoff, MWD of Southern California • David Reukema, MWD of Southern California 	<ul style="list-style-type: none"> • John Schlotterbeck, MWD of Southern California • Craig Settlemyre (by phone), Plumas County Flood Control and Water Conservation District • Leah Wills, Plumas County Flood Control and Water Conservation District • Matt Naftaly (by phone), Santa Barbara County Water Agency • Theresa Lightle, State Water Contractors, Inc. • Stan Powell, State Water Contractors, Inc. • Julie Ramsay, State Water Contractors, Inc. • Linda Standlee, State Water Contractors, Inc. • Chantal Ouellet (by phone), Tulare Lake Basin Water Storage District <p><u>Public</u></p> <ul style="list-style-type: none"> • Debbie Espe, San Diego County Water Authority, • Dan McDaniel (by phone), Central Delta Water Agency • Thomas Rinn (by phone), Waterworks Consulting • Patricia Schifferle, Planning and Conservation League <p><u>Facilitation Team</u></p> <ul style="list-style-type: none"> • Macie Eng, Kearns & West • Mike Harty, Kearns & West • Kelsey Rugani, Kearns & West • Anna West, Kearns & West
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I. Welcome/Introductions

There were roundtable introductions of the negotiation teams and staff attending in person and by phone. Members of the public were given the opportunity to introduce themselves.

II. Meeting Overview

Anna West welcomed everyone to the 20th negotiation session. She reviewed the ground rules the action list and asked if there are additional edits to the January 29th negotiation session meeting summary. Hearing no objections, the meeting summary was approved and will be posted to the website.

III. Objectives Discussion

Steve Cohen, DWR, reported back on items discussed by the legal group, which consisted of DWR and Contractor attorneys. Steve shared that the group determined that the terms “chargeable” and “reimbursable” are interchangeable and will be discussed further as the specific contract amendment language is drafted. Therefore, this item does not need further discussion within the Contract Extension negotiation process to develop Agreements in Principle (AIPs).

The legal group discussed administrative provisions that should be added at the end of the AIPs. The first provision, written as Objective XV, addresses that the environmental review process will take place following negotiations. The provision describes that the AIPs will inform the environmental review process and that the Contract Amendment will not be signed until the environmental review process is completed and the Contractors are able to review the Environmental Impact Report DWR will develop in addition to the specific Contract Amendments language. Steve shared that these types of provisions are common in documents such as the AIPs.

The legal group also drafted an Objective XVI on authorized representative signatures. This language will serve as a cover page for the signatures and acknowledges that the people who sign are in agreement on the principles and are prepared to move forward to the environmental review process. Steve said that the legal group established a deadline for signatures of July 1, 2014. The legal group is open to hearing if this is a reasonable deadline considering various Contractors review and signature gathering process. Both documents were accepted by the Group and will be incorporated into the Offer document by Kearns & West.

Ray Stokes, Santa Barbara County Water Agency/Central Coast Water Authority, asked if not all 29 Contractors’ signatures are received would the California Environmental Quality Act (CEQA) process still move forward? Steve answered yes, but if not all 29 Contractors sign, that will impact how the CEQA process is conducted. Steve also clarified that it is up to each Contractor to determine who should sign the AIPs from each agency.

David Okita shared the Contractors think the July 1st date is a reasonable target date.

Ray Stokes, Santa Barbara County/Central Coast Water Authority, then reviewed the Contractor drafted document, Objective 2H 51(e) Revenues Reporting Requirements, which is intended to summarize concepts explored during the technical meeting on February 4th. Perla Netto-Brown, DWR, asked if the Contractors are expecting reports at the subaccount level. Ray described that at the technical team meeting Perla provided examples of different reporting capabilities. He believed that the general agreement of the Contractors on the technical team and further discussed with the Contractors caucus was that a similar report that the Department can provide for the Davis-Dolwig report would suffice and would provide transparency of 51(e) revenues. Ray elaborated that the report would summarize the total revenues available, the total capital costs and total gross revenues. The Contractors would like reports on gross 51(e) revenue available, Davis-Dolwig, the Capital Facilities Account, Rate Management Credits, General Operating Account (GOA), SWRDS Support Account (SSA), SWRDS Reinvestment Account (SRA), and the 51(e) subaccount. Ray added that a similar analysis to determining rate management credits would be used to determine 51(e) revenues.

Perla asked if there are particular line items in the SSA, SRA or GOA where the Contractors would want quarterly reports instead of annual reports. Ray answered yes. Ray asked if the document conveys the diagram Ray drew on the board at the last meeting. Perla said that the document seems to be more specific than what was drawn on the board. She shared that the definition of 51(e) revenues needs to be clearer.

Carl shared that the Department is fine with #3 and #4 in the document:

3. Reporting data shall be auditable which includes an audit trail from the costing ledgers to the general ledger or the bulletin 132 estimates to the 51(e) Revenue Activity Report.
4. Report should have sufficient detail to provide comprehensive accounting of annual 51(e) revenues and the uses the of annual 51(e) revenues to enable the SWRDS Finance Committee Members to assess the utilization of these revenues.

Perla asked that for #2, having that reported annually will show that the revenues will stay the same but the expenditures will change. The Contractors and DWR added the sentence "Expenditures are reported quarterly" to #2 to have it read:

2. Report shall display the annual and accumulated 51(e) revenue activity. Expenditures are reported quarterly.

Curtis Creel, Kern County Water Agency, suggested that DWR would determine 51(e) revenues through an analysis similar to rate management credits. Rob Cooke, DWR, responded that the rate management credits analysis is done once a year. Steve Cohen then asked about Delta minimum. Ray answered that with Freeze-Go billing, Delta minimum would not generate 51(e) revenues. Carl shared that the Department will discuss annual reports and producing reports based on actual numbers compared to projections in a caucus.

Carl shared that the Department wanted to clarify Objective 3A: Simplification of Billing, A. The Department had a placeholder for dates; the language needs to be modified to reflect a realistic timeframe. DWR proposes sending the language to a smaller group to determine implementable dates.

Curtis asked if improvements are to be made regarding billing, when would those improvements occur? Carl answered that the Department would not wait to make improvements until Contract Extension is done. Carl envisions developing some key milestones once the new billing system is implemented to make sure the billing process is working well. David Okita suggested that adjusting the dates for Objective 3A: Simplification of Billing, A makes sense.

The Contractors and DWR then discussed the drafting AIP process. Curtis asked if 100% of the Contractors have to sign off on the AIPs. The negotiators decided that a small group with legal and others would work on this process of preparing the AIP package for review and approvals.

David Okita shared that the legal group reviewed the draft final SWRDS Finance Committee Charter and drafted a revised version. The Contractors will review the revisions during the lunch caucus and bring suggested revisions to the negotiation group after lunch.

David also shared that the legal group reported back on Objective 1: Term, item 2 as well as the Davis-Dolwig language. From the Contractors point of view, the contract needs to clarify that the Department will not charge the Contractors for Fish and Wildlife Enhancement costs or recreational costs (3D: Billing Authorization). David explained that the reason behind establishing the SSA is to have available funds for costs that cannot be charged to the Contractors. David said that the Contractors are open to how this will be reflected within in the Contract, but that it needs to be included in the Contract. The language does not necessarily need to be language from Davis-Dolwig; David said that the Contractors will bring proposed draft language to the negotiation group after lunch.

Steve Cohen asked if the Contractors would address the Burns-Porter language in addition to the Davis-Dolwig language. David answered the Contractors would focus on Objective 3D: Billing Authorization and suggested that the Contractors do not think that the Burns Porter language is necessary. Deven Upadhyay, Metropolitan Water District of Southern California, asked why the Department is interested in including the Burns-Porter language. Steve described that including Burns-Porter language and the Central Valley Project Act language shows that although there will be new accounts and uses of funds from these accounts will be established, DWR's abilities from those Acts will not be affected. Steve explained that by including the language, DWR is consistent in its governance by these laws.

David Okita then explained that for Objective 2F: Cost Recovery, the Contractors want to be able to approve any 51(e) revenue transaction, that ordinarily would be chargeable to Contractors that DWR chooses not to charge to the Contractors. David explained that if the costs are in any way inequitable amongst the Contractors, the Contractors would want to approve the transaction. For example, David shared that if the Napa County couldn't afford improvements made to the North Bay Aqueduct and asked DWR to cover the cost, this is technically a reimbursable cost, but only benefits Napa. David elaborated that the concern is 51(e) revenues benefiting some Contractors and not others. If some 51(e) revenues are siphoned off for specific Contractors, less money is available for project-wide projects.

Carl Torgersen shared that Department is not comfortable with the Contractors approving 51(e) revenue transactions and asked how the Contractors envision the process for approving or agreeing on 51(e) revenue transactions would occur. David answered that the Contractors have not thought through the process specifics; they want to test out the concept first. Carl suggested that perhaps a solution is to have the SWRDS Finance Committee consulted on these types of expenditures. Deven asked what the process would be for DWR to determine whether they would fund a specific Contractor, like the Napa example. Carl said that the Contractor would have to meet with the Director and make a compelling case for why they need assistance. If the project could not be funded through the SSA or through a non-reimbursable cost, the Director would review if the project would benefit the people of California. Carl noted that there is some guarding against unreasonable use of 51(e) revenues and that the use cannot be arbitrary. Carl reiterated that an approach could be to have the Finance Committee make a recommendation on the specific project.

On Objective 4, regarding the Bay Delta Conservation Plan (BDCP) and Delta Habit Conservation and Conveyance Plan (DHCCP) financing Carl Torgersen shared that he spoke with the Director. Carl explained that DWR is in agreement with the Contractors on many of the cost allocations concepts provided in the letter by Contractors to the Director, and the Department is open to

discussing this further. Carl conveyed that there is general assumption that north of Delta contractors are largely excluded and the Department is open to discussions on this. Carl further explained that DWR is in the process of hiring a facilitation team to initiate a BDCP/DHCCP contract amendment negotiation process, which Carl sees beginning in a couple of months. He explained that DWR will also be providing a written response to the Contractors' letter on cost allocation. Carl explained that the BDCP cost allocation process is complex and therefore requires a separate process which the Department plans to initiate very soon.

Paul Gosselin, Butte County, suggested that the north of Delta contractors, Butte County, Plumas County and perhaps the City of Yuba City want to be excluded from BDCP costs. He suggested this is fairly clean and straightforward where as cost allocation for BDCP/DHCCP more broadly is complex. He asked why this more specific issue for north of Delta contractors could not be dealt with in this Contract Extension process. He explained that he needs a response to be able communicate with his Board. Carl said that DWR will get back to Paul with an answer.

Bob Perreault, Plumas County Flood Control and Water Conservation District, emphasized that Objective 4 has been a part of the AIP package since the beginning of the Contract Extension process that began months ago and he would like to keep the Objective as written and as a part of the entire package. Bob explained that he needs to understand why carving this Objective out advances this Contract Extension process. Carl summarized that he is hearing two sets of concerns: why should this be discussed in a separate process and how to provide security that the issue will be addressed. Carl will discuss these concerns with the Director and will respond to the Contractors.

David Okita said that Objective 1: Term will not be discussed until there is a full package. On Objective 2G: Reporting Requirements, David shared that the language may be included in another document. He suggested we discuss this further after the caucuses.

There then was a discussion of the AIP package and obtaining final legal reviews of the package prior to circulation for signage. David Okita shared that the legal group will draft the language and then the AIPs will go to each Contractors' Board of Directors for review. Carl responded that the legal group review is needed and his understanding is that neither side wants the review to derail the process. Carl suggested that instructions to the review group should be clear.

Ray Stokes suggested that since many financial changes will be implemented in the course of implementing the new billing system, perhaps a technical team could meet to think through the details and brainstorm any potential issues to make sure that nothing has been overlooked. Carl agreed and added that no additional language would be developed in the AIP package; the process would just make sure that everything can be implemented. Ray agreed and suggested that it might be helpful to mock up what we have agreed to and discuss how it will actually be implemented. Ray thinks this process could occur by July, simultaneous to the AIP package review/signature process.

The Contractors and DWR convened the lunch caucuses.

IV. Objectives Discussion Continued

The Contractors presented a revised Objective 2H: 51(e) Reporting Requirements document. Perla Netto-Brown asked if #3 refers to items a – g in #2. Ray Stokes answered that it referred to a – f in #2, not including suspended costs since those are not a specific account. Ray also clarified that if reports are received quarterly showing the beginning cash balance, all activity and ending cash balances that would provide the Contractors with all of the information they need. They wouldn't need an annual report as well. Perla asked that if #4 costing ledgers would be done through UCABs. Ray answered yes. Carl Torgersen provided two edits: the 51(e) subaccount should be named the 51(e) subaccount and the word "members" should be removed from the last sentence of the document. The group agreed with these edits and finalized this document.

Carl Torgersen then reviewed DWR's edits to Objective 2C: Flow of Funds. Deven Upadhyay asked why \$48 million was removed after "annual." Deven clarified that DWR would not have the money available if the \$48 million in annual rate reductions did not occur. The Department and Contractors agreed on that point and added \$48 million back into the Objectives language.

David Okita asked if it is necessary to include that the Director will have full discretion in Objective 2C. Steve Cohen responded that the Department thinks it is appropriate to include because it is significant language.

Ray Stokes asked if this language will change based on Objective 2H language. Perla responded that the annual referred to in 2C is about determining 51(e) revenues annually not when the revenues will be reported. The group agreed to the language on 2C: Flow of Funds and finalized this section of the document.

David Okita then reviewed the Contractors' revised Objective 2F: Cost Recovery language. Carl asked if the difference between the revised language and the previous language was that the Director's discretion was removed. The Contractors caucused for two minutes and live edited the document to reflect that should DWR choose to deviate from this provision, it would be subject to approval by the SWP Contractors. Carl said that this is a policy issue he will raise with the Director. He suggested that his advice would be not to accept this suggested language, but he will discuss it further with the Director.

David Okita then reviewed the Contractors suggested edits to the SWRDS Finance Committee Charter. He explained that the Contractors have reformatted the document, but the intent is to not change the substance. David shared that the highlighted sections represent the portions that were not included in the draft final Charter, the latest version of the Charter prior to this version. David added that the charter is structured to be an appendix to the Contract.

Carl Torgersen then walked through the Charter document sharing DWR's review. In section D on Meetings and Agenda, DWR understands the agreement to reflect that there would be five DWR representatives and five SWP Contractors. Carl explained that the process for determining the ten representatives does not need to be included in the Charter, but DWR understands the Charter agreement to be that only the 10 member representatives can formally participate in the meetings and that all issues will come to the Committee through a template that addresses how an agenda topic is raised, how recommendations are developed by the Committee and

then how the Director will review and make his recommendation. David Okita responded that the Contractors envision having ten representatives around the table, but that any Contractor present could speak. Curtis Creel added that he thinks that the meetings are open to all Contractors. Carl suggested that “formally participate” needs to be defined.

Carl shared that on quorums and voting, DWR is in agreement except on directives. David said it was fine to remove that language. Carl also shared that DWR does not want to use the term “voting”. Deven Upadhyay explained that the term “vote” is extreme to what is meant. If a recommendation comes from the Committee, a record of everyone’s disposition would be recorded, and that this does not necessarily require a specific vote. Carl suggested that this is a procedure issue.

Steve Cohen suggested that the section be edited to just address quorum and that the second bullet could be deleted. Curtis Creel raised a question on how it would work. If an issue comes up and one Contractor is in disagreement, then how is this managed. David elaborated that the Contractors want to make sure that the smaller Contractors are represented in the Committee. Curtis suggested adding in language about minority opinion or a recommendation coming from the minority. Carl said that those dissenting can submit their own recommendation. Carl suggested that DWR draft language that reflects this agreement. Curtis added that including language on why the disagreement occurs is important.

Regarding procedures and rules (not recommendations provided to the Director), David asked if the Charter should reflect whether the Committee will approve documents and procedures. Steve Cohen responded that he thinks separate administrative procedures could be developed. Curtis asked why the Department does not want to include that the Committee will vote to approve minutes. Steve answered that from the Department’s perspective, if anyone can make a recommendation, voting is not needed. Steve said that a list of who supports and who does not support would be captured. Curtis thinks the tally of who supports and who does not support is a vote. Steve responded that the Committee would need to reach a consensus, each decision is mutually agreed upon.

Regarding the Chief Financial Manager (CFM), David Okita said that the Contractors understand that creating this position would have to go through the state personnel process, but the Contractors are looking for more affirmative language that this position will be established. Carl responded that the Department does intend to establish this position, but they need to do so consistent with state laws. Paul Gosselin shared that the Contractors understand that the position does need to be established following state laws. Deven suggested editing the language noting that the position will be consistent with state personnel rules and regulations. Direct edits were made to the Charter to this effect.

On further review of the Contractors proposed edits to the Charter Carl Torgersen said that using the term “timely manner” is subjective, but the Department is OK with these additions. On the addition of the Deputy Director having the CFM responsibilities until the CFM is hired he noted that this is already the case with the Deputy Director having financial responsibility for SWRDS, but he will consider if the Department is OK with this added language. David Okita suggested that the Department should not wait until after contract amendments are finalized to hire the CFM.

On the Charter language on work plan approvals Carl Torgersen explained that the Department's understanding of approvals is that the Department members of the Committee would approve the work plan and the Contractor members would also approve it.

Carl then explained that the Department did not have the time to review the 2G: SWRDS financial information and reports. He noted that there are differences in the language from the language in the draft final Charter approved last time. David Okita noted that the Contractors had thought it was the same language. Their rapid review of the document didn't note the differences. Carl conveyed that the Department will review this revised version and prepare a response for the next negotiation meeting.

On Objective 4, BDCP/DHCCP financing, Carl explained that this contract extension process is very complex and has taken a significant amount of time. Carl suggested that there are significant benefits to moving forward with the three objectives (Objectives 1 through 3) which would provide the backing needed for future water supplies and uphold current agreements. Carl shared that considering Objective 4 in this current contract extension process adds complexity and is not necessary. He suggested that it would be better to clearly move this to the separate BDCP process. Carl said that DWR will be responding to the Contractors' letter and will formally commit to formal negotiations, and the intent in concept for north of Delta contractors in the letter. He suggested that discussing this issue in this process would add a whole new level of complexity.

Paul Gosselin responded that Objective 4 has been a part of this process since the beginning and is not a new issue. The issue of cost allocation is complex, but the issue Butte and Plumas has is straight forward. Paul would like to see the Objective included as a packaged deal. Carl responded that it is captured in previous meeting summaries for this process that DWR believes that Objective 4 would work better in another forum. Carl suggested that Butte and Plumas' concerns might be easily resolved early in the separate process.

Bob suggested that since the AIP package is not complete, the cost allocation issues might be easily split up between North of Delta and South of Delta Contractors and the North of Delta issues might be simple enough to include in this process. Steve Cohen elaborated that Contract Extension is significant and complex and will need to move forward no matter what happens with the BDCP. The Department suggests that these issues should be addressed in a separate process. Paul explained that Butte and Plumas have not been engaged in the BDCP cost allocation process.

Deven Upadhyay asked if DWR will respond to Objective 4 in particular or the cost allocation letter the Contractors sent to the Director. Carl said that the letter will not be specific for Objective 4, but that north of Delta concerns will be addressed in the Department's letter.

David Okita asked if the Department would be open to sharing additional information on the Contractors' annual statement of charges. He suggested that it might be helpful to meet on more of a one-to-one basis with the Contractors to explain changes in the statement of charges. David also suggested that this is something the Finance Committee could do, in the future, but the Contractors are interested in earlier informal efforts with the Department, if possible. Carl said that this might depend on what is included in the work plans, and the current program control project where they envision a customer service function to serve programs and State

Water Project Contractors. Carl suggested that in the short-term DWR might be able to organize a series of workshops where individual statements of charges would be discussed, but he cautioned that this would need to be structured so it is not too time consuming.

Curtis Creel brought up the issues about how the Contractors will participate in the Finance Committee. He is concerned about having the smaller Contractors be represented. Carl responded that any Contractor could propose an issue to the Chair and Vice Chair. If one of them thinks it should be an agenda item, the topic would be discussed in the Committee. Curtis does not want Contractors to be locked out of any discussion. Carl envisions having a structure similar to Contract Extension where anyone can attend but only the representatives can speak, but he suggested that the Department needs to further consider this and bring a proposal back for discussion at the next meeting.

After a short caucus, David Okita shared the Contractor's proposed revised language on Objective 3D: Billing Authorization. Carl said that this language appears to be onerous, but he will discuss this further with DWR attorneys. He further explained that he understands the Contractors' concerns, and this appears to be another policy call which he'll explore with the Director.

I. Next Steps

DWR and the SWP Contractors discussed the Contract Extension schedule and agreed the next meeting will be on Wednesday, February 26th. Anna explained that Kearns & West will review and clean up the final documents agreed to at the end of today's meeting so we have the latest versions to work with. These will also be posted on the website.

II. Public Comment

Patricia Schifferle from Planning and Conservation League provided public comment.

III. Adjourn

The meeting was adjourned.

Action Items

Responsibility | Due Date

1.	Draft February 12 2014 negotiation session meeting summary.	K&W ASAP
2.	Kearns & West to incorporate Objectives XV and XVI into the next version of the Contract Extension Offer.	K&W ASAP
3.	DWR and the SWP Contractors will each determine 5 representatives to serve on the AIP drafting group.	DWR and SWP Contractors 2/26
4.	DWR will respond in writing to the SWP Contractors' letter on BDCP cost allocation.	DWR 2/26
5.	Carl Torgersen will discuss Objective 2F: Cost Recovery with the Director.	DWR 2/26

6.	DWR will provide edits to the SWP Contractors' February 12 th SWRDS Finance Committee Charter, including a "template" on the recommendations process, and the participation process.	DWR 2/26
7.	SWP Contractors to consider Finance Committee participation/process.	SWP Contractors 2/26
8.	DWR and SWP Contractors' to each consider Objective 1: Term, item 2 on Burns Porter, etc. as well as Objective 3D; Billing Authorization (Davis Dolwig language).	DWR and SWP Contractors 2/26
9.	Convene a small technical group to review the Freeze-Go billing process to assure no "red flags" for implementation feasibility.	DWR and SWP Contractors date TBD
10.	DWR to draft language addressing dates in Objective 3A; Simplification of Billing, A. Freeze-Go Billing Methodology	DWR 2/26
11.	K&W to organize and post all current versions of documents to the website.	K&W ASAP